

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

**FIRST SET OF INFORMATION REQUESTS  
VERIZON NEW ENGLAND INC. d/b/a VERIZON MASSACHUSETTS  
D.T.E. 06-52**

Pursuant to 220 C.M.R. 1.06(6)(c), the Department of Telecommunications and Energy ("Department") submits to Verizon New England, Inc. d/b/a Verizon Massachusetts ("Verizon") the following Information Requests.

**Instructions**

The following instructions apply to this set of Information Requests and all subsequent Information Requests issued by the Department to the Company in this proceeding.

1. Each request should be answered in writing on a separate three-hole punched page with a recitation of the request, a reference to the request number, the docket number of the case and the name of the person responsible for the answer.
2. Please do not wait for all answers to be completed before supplying answers. Provide the answers as they are completed.
3. These requests shall be deemed continuing so as to require further supplemental responses if the Company or its witness receives or generates additional information within the scope of these requests between the time of the original response and the close of the record in this proceeding.
4. The term "provide complete and detailed documentation" means:  
  
Provide all data, assumptions and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports and planning documents from which data, estimates or assumptions were drawn and support for how the data or assumptions were used in developing the projections or estimates. Provide and explain all supporting workpapers.
5. The term "document" is used in its broadest sense and includes, without limitation, correspondence, writings, drawings, graphs, charts, photographs, computer printouts, audio recordings, video recordings, microfilm, microfiche, handwritten notes, bills, checks, records or reports, articles from journals, electronic mail or other sources and data compilations from which information can be obtained and all copies of such documents that bear notations or other markings that differentiate such copies from the original.

6. The term “RNK” means the Complainant in this matter: RNK, Inc. d/b/a RNK Telecom.
7. The term “Verizon” means the Defendant in this matter: Verizon New England, Inc. d/b/a Verizon Massachusetts.
8. The term “TIAC” means The Internet Access Company, Inc.
9. The term “CSP” means Customer Specific Pricing contract.
10. If the Company finds that any one of these requests is ambiguous, please notify the Hearing Officer so that the request may be clarified prior to the preparation of a written response.
11. If a question refers to an Information Request of another party, please provide that response and answer with information that supplements the previous response.
12. Please serve a copy of the responses as follows: (a) an original and four (4) copies to Mary Cottrell, Secretary of the Department; and (b) one (1) copy of all written documents in electronic format using one of the following methods: (1) by electronic mail attachment to [berhane.adhanom@state.ma.us](mailto:berhane.adhanom@state.ma.us), [paula.foley@state.ma.us](mailto:paula.foley@state.ma.us), [michael.isenberg@state.ma.us](mailto:michael.isenberg@state.ma.us), [john.j.keene@state.ma.us](mailto:john.j.keene@state.ma.us), and [dte.efiling@state.ma.us](mailto:dte.efiling@state.ma.us); or (2) on a 3.5" disk, IBM-compatible format. The subject line or text of the e-mail or the disk label must specify: (1) the docket number of the proceeding (D.T.E. 06-52), (2) name of the person or company submitting the filing, and (3) a brief descriptive title of the document (e.g., Response to Information Requests). The electronic filing should also include the name, title and phone number of a person to contact in the event of questions about the filing. Text responses should be created in either Corel WordPerfect, Microsoft Word, or as an Adobe-compatible PDF file. Data or spreadsheet responses should be compatible with Microsoft Excel. Documents submitted in electronic format will be posted on the Department’s Website, <http://www.mass.gov/dte>.
13. If the Company seeks confidential treatment, pursuant to G.L. c. 25 § 5D, of any response or portion thereof, the Company must submit redacted copies for the public docket in accordance with paragraph 12 above. In addition, the Company must submit an original and four unredacted (4) copies to the Hearing Officer accompanied by a written motion explaining the reasons confidential treatment should be granted.

**Information Requests**

- DTE 1-1      Please define the term “Special Assembly.” Also, please describe the special assemblies at issue in this case.
- DTE 1-2      Refer to paragraph 22 of the Complaint in which RNK states that Verizon continues to demand payment in the amount of \$208,279.26 which represents the difference between the retail price of the services and the wholesale price of the service. Does Verizon agree that this is the correct amount that is under dispute? If not, please explain the amount(s) Verizon believes is in dispute. Please provide a detailed breakdown of the amount(s) due on either a monthly basis or upon such periodic basis as the services were actually billed (if other than monthly).
- DTE 1-3      Refer to the Introduction and Summary of your Answer in which you state that the disputed services “consisted of three special assemblies originally provided . . . pursuant to five-year contracts.” Please provide copies of those contracts. Also, please provide all notices or documents provided to RNK, at the time the orders were placed, evidencing that Verizon notified RNK that the three retail contract were not subject to resale and/or that RNK would be charged the retail rate for those services.
- DTE 1-4      Please refer to paragraphs 12, 13 and 34 of your Answer in which you state that TIAC “assigned these three contracts to RNK and RNK assumed the three contracts” and that “Verizon admits that it transferred the . . . services . . . pursuant to the . . . contracts.” Please provide any documents evidencing this transaction (i.e., the assignment and assumption), including but not limited to copies of any assignment or assumption agreements or notices that TIAC was assigning or that RNK was assuming these contracts. Also, please provide documentation supporting your claim that Verizon’s action to transfer the Special Assembly services from TIAC to RNK, was made pursuant to the assignment and assumption of the underlying retail contracts with Verizon (i.e., rather than upon a order for resale).
- DTE 1-5      Refer to Paragraphs 16 and 17 of the Answer in which you characterize the April 22, 1999 letter regarding Verizon’s contract assignment policy (“Industry Letter”) as a liberalization. Please explain this statement. Please explain Verizon’s contract assignment policy in place prior to the Industry Letter. Please provide copies of the policy and any documents evidencing the policy.

- DTE 1-6 Refer to the Introduction and Summary of the Answer at 2 in which you indicate that at the time of the transfer either RNK was obligated to pay the full retail contract rates or TIAC would be subject to the penalties for early termination of the contracts. Please cite the legal authority upon which you base this statement (i.e., applicable federal law, state law, FCC regulations or Order, and DTE Orders related to the assumption of customer's contracts).
- DTE 1-7 Please state if Verizon has knowledge of any circumstance in which a contract assumption was held eligible for the resale discount.
- DTE 1-8 Please explain whether special assemblies have been subject to resale in Massachusetts or in other states.
- DTE 1-9 Please provide information to support the assertion in Exhibit A of your Answer that "special assemblies . . . are not telecommunications services and therefore not subject to resale and the wholesale discount" (internal quotations omitted).
- DTE 1-10 Please explain whether Verizon has ever had a policy in effect where a business customer could switch to a CLEC without incurring early termination penalties (i.e., a "fresh look" policy)? If so, please provide the dates such policy was in effect. Also, please explain the policy in detail including any restrictions or limitations on such transfers. Please explain whether the policy differentiated between types of services offered by the CLEC (e.g., UNE, resale, facilities based).

Date: September 25, 2006